

REMARKS

Claims 8-22 and 27 were rejected. Claims 8-12 and 27 have been canceled. Claims 13-22 are pending. Reconsideration and allowance are respectfully requested.

Claim Objections

Claim 14 was objected to because it did not end in a period. Claim 14 has been amended to end in a period.

Claims 15, 20 and 27 were objected to for failing to further limit the subject matter of a previous claim. Claim 27 has been cancelled. Claims 15 and 20 have been amended to no longer refer to a previous claim.

Claim Rejections – 35 USC § 102

Claims 8-12 and 27 were rejected under 35 U.S.C. 102(b) as being anticipated by Andersen. These claims have been canceled, without prejudice.

Claim Rejections 35 USC § 103

Claims 13-22 have been rejected under 35 U.S.C. 103(a) as being unpatentable over US Patent 5,774,883 to Anderson et al. (“Anderson”) in view of US Pub 2001/0049653 to Sheets (“Sheets”). This rejection is respectfully traversed and reconsideration is requested.

Claim 14 is directed to a method for identifying the lease program that generates the largest profit for each of a set of vehicles when constrained by a target monthly payment, the amount of cash available for lease inception fees, and financial information about a customer. The profit generated by each lease program under these three constraints is calculated. The lease program that provides the greatest profit for each vehicle is identified.

Anderson and Sheets do not disclose such a method, either alone or in combination.

Anderson discloses a method for selecting the most profitable financing program. *See* Title. However, it does not constrain its choice by the amount of cash available for lease inspection fees or a target monthly payment. It also does not select the most profitable financing

program for a set of vehicles based on financial information about a customer. Each of these deficiencies are now discussed.

Anderson identifies a finance program for only a single vehicle. *See, e.g.*, Fig. 5 (showing an exemplary output of the system which identifies a financing program for only one vehicle). Unlike the invention of claim 14, Anderson is not concerned with providing the salesperson with proposed financing terms for several vehicles for the buyer to consider, thus increasing the sales opportunities. Indeed, not even the Examiner has specifically contended that this feature of claim 14 is disclosed in Anderson, let alone where.

Second, and as recognized by the Examiner, Anderson does not disclose selecting the most profitable lease program under the constraint of a target monthly payment. Although Anderson does make reference to “budget information,” Anderson explains that this is financial information about the customer, such as a “buyer’s/co-buyer’s gross monthly income” and “rent/house payment.” Col. 26, lines 10-11. Anderson does not disclose that the system receives an amount representative of a target monthly payment, as required by this claim.

Third, Applicant respectfully disagrees that Anderson selects the most profitable lease program under the constraint of an amount of cash available for lease inception fees. The down payment to which the Examiner refers is a down payment that the system calculates without regard to the amount the customer has available. *See* Col. 17, lines 16-27. This plainly does not meet the requirement of claim 14 -- to constrain the calculation of the most profitable lease by the cash amount available for lease inception fees.

Sheets in no way makes up for these deficiencies in Anderson. Sheet does utilize a desired monthly payment. However, Sheets does not use this information as a constraint for identifying the lease program that generates the greatest profit. Indeed, Sheets does not even identify a lease program that generates the greatest profit! Rather, Sheet uses the desired monthly payment to identify products that the customer can afford to buy. *See, e.g.*, Abstract.

The combination of Anderson and Sheets suggested by the Examiner, therefore, does not come close to disclosing the features of claim 14. The combined system fails to identify the lease program that generates the largest profit for each of a set of vehicles. It also fails to identify a

lease program that generates the largest profit for a single vehicle when constrained by either a target monthly payment or the amount of cash available for lease inception fees, let alone both of these criteria as required by this claim.

Claims 13 and 15-18 contain similar limitations and are also patentable in view of Anderson and Sheets for reasons similar to those discussed above in connection with claim 14.

As to claims 19-22, the Examiner has not articulated any reason for contending that these claims are obvious in view of Anderson and Sheets. Thus, a *prima facie* case of obviousness in connection with these claims has not been established. *See, e.g.*, Examination Guidelines for Determining Obviousness Under 35 U.S.C. 103 in View of . . . KSR ("Office personnel must provide an explanation to support an obviousness rejection"). To be sure, Applicant denies that claims 19-22 are obvious in view of Anderson and Sheets. These references simply do not teach all of the features, either alone or in combination.

CONCLUSION

For the foregoing reasons, Applicant respectfully submits that the above amendment places this application in condition for allowance, which Applicant respectfully solicits.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 501946 and please credit any excess fees to such deposit account and reference attorney docket no. 64754-011.

Respectfully submitted,
McDERMOTT WILL & EMERY LLP

Marc E. Brown, Registration No. 28,590

2049 Century Park East, 38th Floor
Los Angeles, CA 90067
Phone: (310) 277-4110
Facsimile: (310) 277-4730
Date: November 2, 2007

**Please recognize our Customer No. 33401
as our correspondence address.**